

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 15, 2004 Division: Growth Management
Bulk Item: Yes X No Department: Environmental Resources

AGENDA ITEM WORDING: Approval for a Grant of Conservation Easement for Lots 1-4 & 15-18 Block 8, Pirates Cove, Monroe County, Florida RE# 00493870-000000, 00493880-000000, 00493890-000000, 00493900-000000, 00494010-000000, 00494020-000000, 00494030-000000, and 00494040-000000

ITEM BACKGROUND: None

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: None

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$69.50

BUDGETED: Yes N/A No

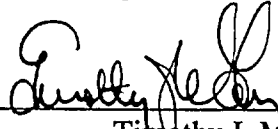
COST TO COUNTY: None

SOURCE OF FUNDS Maria & Gerardo Rubio

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: **AGENDA ITEM #** 11

Grant of Conservation Easement

THIS AGREEMENT is made this _____ day of _____, 20____ by and between
Gerardo Rubio and Maria Rubio

whose address is 1402 S. E. 16th Avenue, Homestead, Florida 3303

County of Miami-Dade State of Florida, (Grantor) and Monroe County, a
political subdivision of the State of Florida, whose address is 5100 College Road, Stock Island, Key West,
Fl 33040 (Grantee).

The parties recite and declare:

The Grantor is the owner of certain real property commonly known as

78 John Silver Drive, Key Largo Florida 33037

(the servient estate), more particularly described as follows: (Legal description) Lots 1-4 & 15-18

Block 8 Pirates Cove, PB 3 pg 18 Monroe Records, RE#00493870-000000, #00493880-,
#00493890-, #00493900-, 00494010-, #00494020-, #00494030- & 00494040-000000

The Grantor desires to develop the servient estate as (describe project):

A single family home as shown in permit 02-3-3992

The servient estate contains (describe relevant natural features):

Moderate Quality High Elevation Tropical Hardwood Hammock

The Grantee is a general purpose political subdivision of the State authorized and required to
regulate and control the use of real property through land development regulations in order to protect the
public health, safety and welfare. Sec. 9.5-336 of the Grantee's land development regulations requires that

certain areas of the servient estate be retained as open space and preserved in their natural condition if the servient estate is to be developed as a single family home

The parties agree as follows:

1. Grant of easement.

In consideration for a development permit for a single family home and in order to comply with Sec. 9.5-336, Monroe County Code, the Grantor hereby grants to Grantee the easement described below.

2. Character of the easement and governing law.

This easement is a conservation easement under Sec. 704.06, Fla. Stat. and is to be governed by, construed and enforced in accordance with that statute and with the applicable laws of the State of Florida.

3. Location of the easement. (metes and bounds description of the open space area)

- a. The conservation easement is located as follows
as shown in Exhibit A attached

b. The location of the easement is also described in the diagram attached to this instrument as Exhibit "A" and, by reference, made a part of as fully and to the same effect as if set forth in this instrument in its entirety.

4. Restraints imposed by the Conservation Easement.

The conservation easement granted by this instrument imposes the following restrictions on the future use of the servient estate within the easement area:

- a. No removal, trimming or pruning of trees, shrubs, or other vegetation (except non-native vegetation whose removal is authorized by the Grantee's biologist).
- b. No acts that are detrimental to wildlife or wildlife habitat preservation.
- c. No excavation, dredging, or removal of loam, peat gravel, soil, rock, or other material substances in such manner as to affect the surface.

d. No activities detrimental to drainage, flood control, water conservation, erosion control and soil conservation.

e. No dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

f. No planting of non-native plants.

5. Terms and persons bound.

This conservation easement is perpetual, runs with the land and is binding on all present and subsequent owners and mortgagees of the servient estate. Grantor represents that the mortgagee(s), if any, whose consent is attached hereto, is (are) the only mortgagee(s) having a security interest in the servient estate.

6. Entire Agreement.

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not binding upon either party except to the extent incorporated in this Agreement.

7. Modification of Agreement.

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement is binding only if evidenced in writing and signed by an authorized representative of each party and by any mortgagee.

8. Attorney's fees.

In the event of any controversy, claim or dispute arising under this instrument, the prevailing party is entitled to recover reasonable attorney's fees and costs.

9. Entry of Grantee's representative on the servient estate.

The Grantee's representative on the servient estate, after first furnishing the Grantor no less than 24 hours notice for the purposes of inspection to determine the Grantor's compliance with this Agreement.

10. Notice.

Any notice provided for or concerning this Agreement must be in writing and is sufficiently given when sent by certified or registered mail, or via an equivalent service furnished by a private carrier, to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first
above written.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA (Grantee)

By _____
Deputy Clerk

By _____
Mayor/Chairman

Julienne Cordina
Signature of witness

Julienne Cordina
Printed name of witness

Raquel Pargas
Signature of witness

Raquel Pargas
Printed name of witness

APPROVED AS TO FORM AND CONTENT
Suzanne A. Hutto
SUZANNE A. HUTTO
ASSISTANT COUNTY CLERK
8/23/04

Gerardo Rubio
Grantor
Printed name of Grantor

Maria Rubio
Grantor
Printed name of Grantor

STATE OF FLORIDA
COUNTY OF MONROE

BEFORE ME, the undersigned authority, personally appeared Gerardo Rubio
and MARIA RUBIO, who are personally known to me, or have produced
Driver's license and voter's registration, respectively
as identification.

Sworn to and subscribed before me this 4th day of August, 2004.

Marisol Catala-Perez #DD096355
Typed Notary Name and Number

Marisol Catala-Perez
Notary Signature and Seal

(If Applicable)

Washington Mutual Bank, FA, whose address is
(Name of Mortgagee)
20001 PRAIRIE STREET, City of CHATSWORTH,
County of LOS ANGELES, State of CALIFORNIA,
having a record interest in the lands described in the Conservation Easement Agreement between

GERARDO RUBIO Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents,
MARIA FERREIRA-RUBIO
and ratifies that Conservation Easement at CHATSWORTH, CA on the date indicated
below. (Place of Execution)

Rosa Mora Witness
Witness

Jane Pommerening
FOR
Washington Mutual Mortgagee
BANK, FA

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 28 day of July

2004, by Jane Pommerening, who is personally known to me or has produced
as identification.

R. SHELDON #1277268

Typed Notary Name and Number

R. Sheldon
Notary Signature and Seal

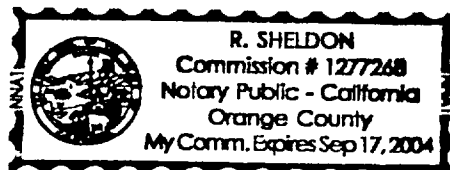


EXHIBIT "A"

LEGAL DESCRIPTION FOR CONSERVATION AREA AT 78 JOHN SILVER DRIVE, KEY LARGO, FLORIDA

BEGIN THE NORTHWESTERLY CORNER OF LOT 15, BLOCK 8 OF PIRATES COVE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3 AT PAGE 18, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA. THENCE RUN S.45°17'W. ALONG THE NORTHERLY LINE OF LOTS 15 AND 4 OF SAID BLOCK 8 FOR A DISTANCE OF 100 FEET TO THE SOUTHWESTERLY CORNER OF LOT 4; THENCE RUN S.44°43'E. ALONG THE SOUTHERLY LINE OF LOTS 4, 3, 2 AND 1 OF SAID BLOCK 8 FOR A DISTANCE OF 175.00 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT; THENCE RUN N.45°17'E. ALONG THE SOUTHERLY LINE OF LOTS 1 AND 18 OF SAID BLOCK 8 FOR A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT; THENCE RUN N.44°43'W. ALONG THE NORTHERLY LINE OF LOTS 18 AND 17 OF SAID BLOCK 8 FOR A DISTANCE OF 62.00 FEET TO A POINT; THENCE RUN S.45°17'W. FOR A DISTANCE OF 74.00 FEET TO A POINT; THENCE RUN N. 44°43'W. FOR A DISTANCE OF 108.00 FEET TO A POINT; THENCE RUN N.45°17'E. FOR A DISTANCE OF 74.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF LOT 15 OF SAID BLOCK 8; THENCE RUN N.44°43'W. ALONG THE LAST DISCRIBED LINE FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BIGINNING.

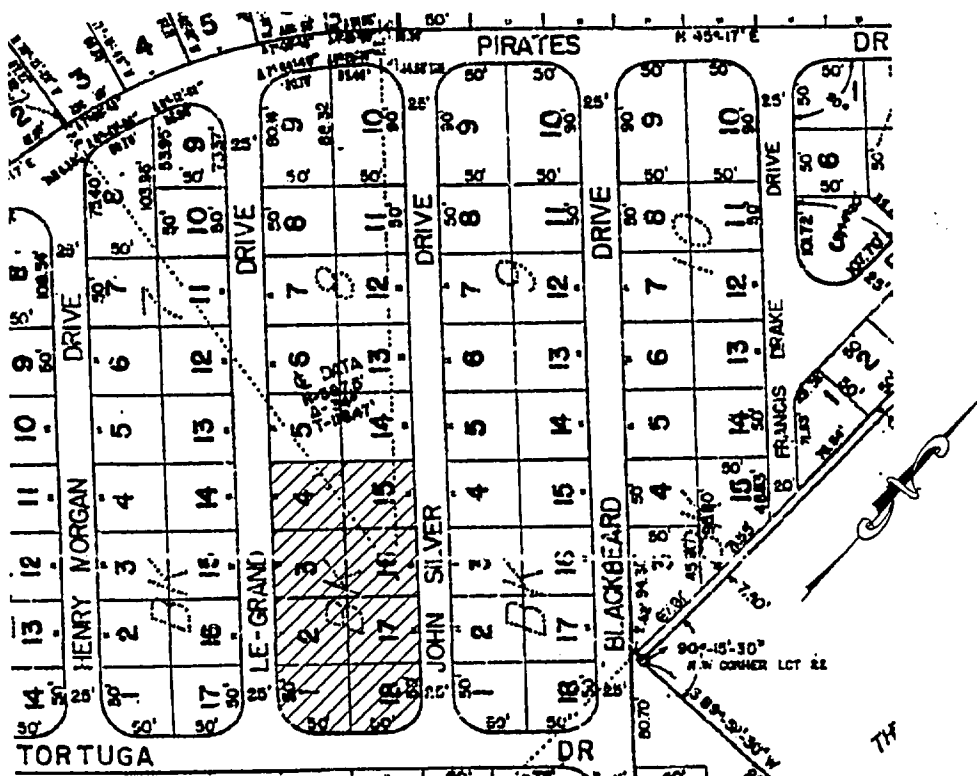
Document prepared by: American Services of Miami, Copr.
Engineers – Planners – Surveyors
2450 S.W. 137th Ave., Suite 217
Miami, Florida 33175

LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4, 15, 16, 17 AND 18, BLOCK 8, OF PIRATES COVE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3 AT PAGE 18 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA

LOCATION MAP

NTS



CERTIFIED TO: AVIV CONSTRUCTION

WE HEREBY CERTIFY THAT THE ATTACHED SKETCH OF BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS, AS SET BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G 17-8 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ADDRESS: 78 JOHN SILVER DRIVE, KEY LARGO, FLORIDA

JOB NUMBER: 04-786

DATE OF FIELD SURVEY: JULY 28, 2004

REVISION DATE: _____

American Services Of Miami, Corp.

Engineers – Planners – Surveyors

LB # 6683

2450 S.W. 137th Ave., Suite 217, Miami, Florida 33175

Phone: (305) 554-6963 Fax: (305) 554-7516

Email: EPINO@aol.com

SURVEYOR'S NOTES:

EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THIS PROPERTY

-SHOWN ELEVATIONS ARE BASED ON N.G.V.D. (NATIONAL VERTICAL DATUM OF 1929)

-LEGAL DESCRIPTION WAS PROVIDED

BY THE CLIENT -NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS NOTED. THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN.

ABBREVIATIONS (IF ANY)

CL-CENTER LINE
F.D.H.-FOUND DRILL HOLE
A/C-AIR CONDITIONING UNIT
P/L-PROPERTY LINE
R/W-RIGHT OF WAY
C.L.F.-CHAIN LINK FENCE
W.F.-WOODEN FENCE
RES-RESIDENCE
F.I.P.-FOUND IRON PIPE
MEAS(M)-MEASURED

REC(R)-RECORDED
P.O.C.-POINT OF CURVATURE
CL-CLEAR
ENC-ENCROACHMENT
C.B.S.-CONCRETE BLOCK STRUCT.
CONC-CONCRETE
Ø-DIAMETER
D.M.E.-DRAINAGE MAINT. EASTMT.
S.I.P.-SET IRON PIPE
P.O.B.-POINT OF BEGINNING

RAD-RADIAL
U.E.-UTIL. EASMENT
M-MONUMENT LINE
P.C.-POINT OF CURVATURE
F.H.-FIRE HYDRANT
EASMT-EASMENT
S.D.H.-SET DRILL HOLE
CALC(C)-CALCULATED

Alberto R. Varas

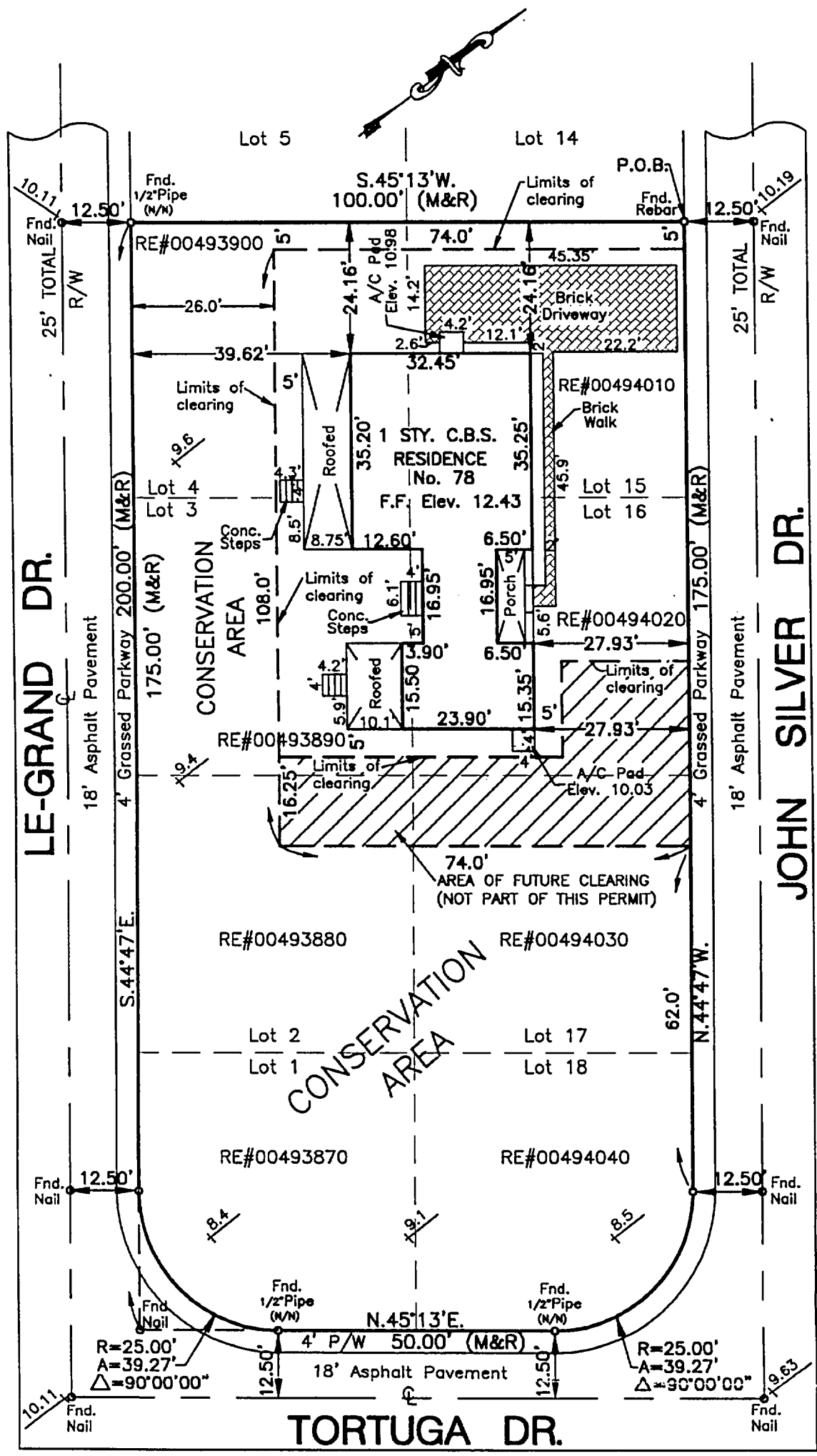
ALBERTO R. VARAS
PROFESSIONAL LAND SURVEYOR
AND MAPPER No. 3105
STATE OF FLORIDA

DATE: August 2, 2004

NOT VALID UNLESS SEALED WITH AN ENBOSSSED SURVEYOR SEAL

SKETCH OF BOUNDARY SURVEY

SCALE: 1" = 25'



NOTE:
AREA ALREADY CLEARED = 6,400 SQ.FT.
FUTURE CLEARING AREA = 1,600 SQ.FT.

COMMUNITY	PANEL No.	SUFFIX	DATE OF INDEX	FIRM ZONE	BASE FLOOD ELEV.
125129	1004	G	7-17-95	"AE"	9.00